

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 of 1		
2. AMENDMENT/MODIFICATION NO. ELEVEN (11)		3. EFFECTIVE DATE 9/16/2003		4. REQUISITION / PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY National Institutes of Health, DHHS Office of Logistics and Acquisition Operations 6011 Executive Blvd., Room 592-Q, MSC 7663 Bethesda, Maryland 20892-7663		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
				X		263-03-PB(C)-0044	
						9B. DATED (SEE ITEM 11) 5/15/2003	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning 10 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
 (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 10 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THE PURPOSE OF THIS AMENDMENT IS:

1. To incorporate two (2) Collective Bargaining Agreements in Section J, Attachments #29 & #30.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

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ATTACHMENT #29

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COLLECTIVE BARGAINING AGREEMENT

Local 572

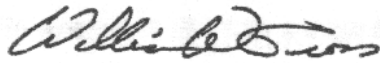
This Collective Bargaining Agreement applies at the address below:

NIH Buildings, Montgomery County, Maryland

Employed on NIH contract for custodial services

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1993-0292
Revision No.: 8
Date of Last Revision: 03/12/2002

This wage determination applies at the address(es) below:

NIH Buildings, Montgomery County, MD

Employed on National Institute of Health contract for custodial services.

Collective Bargaining Agreement between Scruples, Inc. and Laborers' International Union of North America, Public Service Employees, Local 572, AFL-CIO effective January 1, 2002 through December 31, 2003.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

LARRY HILL
4190 ROCHAMBEAU DR
WILLIAMSBURG, VA. 23188

VANCLUX@WADOMAKER.COM
757-566-8201

AGREEMENT

BETWEEN

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
PUBLIC SERVICE EMPLOYEES LOCAL UNION 572
AFL-CIO**

and

SCRUPPLES, INC. - LT. Services

at

**NATIONAL INSTITUTES OF HEALTH
BETHESDA, MD**

EFFECTIVE: JANUARY 1, 2002 through DECEMBER 31, 2003

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AGREEMENT

ARTICLE I PREAMBLE

This Agreement has been entered into effect January 1, 2002, by and between Scruples, Inc.; hereinafter referred to as "COMPANY" and the Laborers' International Union of North America, Public Service Employees Local Union 572 AFL-CIO and its affiliates; herein collectively referred to as "UNION".

ARTICLE II UNION RECOGNITION

The Union shall be the sole and exclusive bargaining agent, as provided by the Certification of Representation of the National Labor Relations Board, for all regular and full time and part time janitorial employees at the employer's employed by the company at the National Institutes of Health, Bethesda, Maryland location, excluding office clerical employees, guards, probationary, temporary and supervisors as defined in the National Labor Relations Act, as amended. This Agreement shall be applicable only with respect to the said operations of the Company at the National Institutes of Health, Bethesda, Maryland and various buildings at the National Institutes of Health, Bethesda, Maryland.

When work covered by this Agreement is to be performed upon property of the United States Government, as to which the provisions of any state "right to work" laws are inapplicable, all employees covered by this Agreement who are performing such work shall be required, as a condition of continued employment on such property, to obtain membership in the Union no later than the thirtieth (30th) day following the beginning of such employment or the effective date of this agreement, whichever is later, and maintain such membership in the Union while so employed.

ARTICLE III PURPOSE AND SCOPE

It is the intent and purpose of the parties hereto set forth herein the basic agreement covering wages, hours of work, and conditions of employment to be observed between the parties hereto, and to provide procedure for prompt, equitable adjustments of alleged grievances to the end that there shall be no interruptions or impeding of the work, work stoppages, strikes or lockouts during the life of this Agreement.

ARTICLE IV UNION SECURITY

Subject to Section 8 (a) (3) of the National Labor Relations Act, as amended, all present employees of the Company covered by this Agreement who are members of the Union on the date of execution of this Agreement shall remain members of the Union in good standing as a condition of employment. Subject to Section 8 (a) (3) of the National Labor Relations Act, as amended, all employees of the Company covered by this Agreement, who are not members of the Union and all such employees who are hired hereafter, shall become and remain members of the Union in good standing as a condition of employment on and after the thirty-first (31st) working day following the beginning of their employment or on and after the beginning of the thirty-first (31st) working day following the date of execution of this Agreement, whichever is later.

The failure of any employee to become a member of the Union at the required time shall obligate the Company, upon written notice from the Union to such effect and to further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such employees. Further, the failure of any employee to maintain his Union membership in good standing as required herein, shall, upon written notice to the Company by the Union to such effect, obligate the Company to discharge such employee.

The Union shall indemnify the Company and save it harmless from any claim, loss, damage, cost or expense arising out of the discharge of any employee under this Article, and the Company shall not be required to make any investigations of, but shall be entitled to rely on any representation made by the Union with respect to the discharge of any employee for failure to join the Union or to maintain Union membership pursuant to this Article.

ARTICLE V DUES CHECK-OFF AND AUTHORIZATION FORM

The Company will deduct and pay to the Union the regular amount of initiation fee and Union membership dues established by the Union Constitution or By-Laws from the pay of each employee covered by this Agreement who voluntarily authorizes and directs the Company to make such deductions. Each such authorization shall be in writing in the form prescribed below and shall be governed by the provisions thereof. The Union shall notify the Company in writing whom the payee of the checks for such deductions shall be, and the name and address of the person to whom such checks are to be sent. The Company shall be entitled to rely on notice until receipt of a written modification thereof.

The Union shall indemnify the Company against and save it harmless from any claim, loss, damage, cost or expense arising out of any wrongful deduction and payment of any amount under this Article.

The Company shall transmit to the Union, not later than the thirtieth (30th) day of the following month in which the deductions were made, a check for the total amount deducted, together with a statement showing the name of each employee and the amount paid on his behalf. In the event an employee does not have sufficient earnings due him in any month to cover the amount of said deductions for that month, the Company agrees to make such deductions from the earnings due the employee in future months until the employee is current in his payments.

The written deduction authorization shall be in the following form:

CHECKOFF AUTHORIZATION AND ASSIGNMENT

Local Union No. _____

Affiliated with _____

THE LABORER'S INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

Dues _____ S.S. NUMBER _____

I, _____ (print name), do hereby assign to Local Union No. _____ Laborers' International Union of North America, AFL-CIO, such amounts from my wages as shall be required to pay an amount equivalent to the initiation fees, readmission fees, membership dues, and assessments of the Local Union as may be established for its members from time to time. My Employer, including my present Employer and any future Employer, is hereby authorized to deduct amounts from my wages and pay the same to the Local Union and/or its authorized representative, in accordance with the collective bargaining agreement in existence between the Union and my Employer. This authorization shall become operative upon the effective date of each collective bargaining agreement entered into between my Employer and the Union.

This authorization shall be irrevocable for a period of one (1) year, or until termination of the collective bargaining agreement in existence between my Employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, or for the period of any subsequent agreement between my Employer and the Union, whichever shall be shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between my Employer and the Union, which occurs sooner. For the effective period of this checkoff authorization and assignment, I hereby waive any right I may have to resign my union membership. Furthermore, this checkoff authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union.

Union dues and fees are not deductible as charitable contributions for federal income tax purposes. Local dues may qualify as business expenses, however, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

This assignment has been executed this _____ day of _____, 19____

Signature _____

Employer _____

APPLICATION FOR UNION MEMBERSHIP

Date _____

I, the undersigned, hereby designate Local Union No. _____ of the Laborers' International Union of North America, affiliated with AFL-CIO, as my collective bargaining representative in all matters pertaining to labor conditions, wages and hours of employment, and

(If not yet a member.) I do hereby apply for membership in Local Union No. _____ affiliated with the above International Union and agree to abide by all the provisions of the Constitution and By-Laws of said Local and the International Union.

Signature _____

Address _____

Social Security No. _____

Date of Birth _____ Tel. No. _____

Beneficiary _____

Employer _____

ARTICLE VI NO STRIKE, LOCK-OUT CLAUSE

Neither the Union nor any employee covered by this Agreement shall authorize, encourage or engage in any strike or showdown or other interference with work or with the Company's business during the term of this Agreement. Subject to compliance with the preceding sentence, the Company shall not lockout its employees during the term of this Agreement.

ARTICLE VII WAGES AND FRINGE BENEFITS

- Section 1: Employees covered by this Agreement shall be paid wages and receive fringe benefits as provided in Schedule "A" attached hereto. (Apply only to the National Institutes of Health location)
- Section 2: The pay period and payday shall be twice a month. The employees will receive their checks before or at the end of the employees' shift.

ARTICLE VIII HOURS OF WORK AND CALL IN

From seven (7) a.m. to four (4) p.m., forty (40) hours a week of five (5) eight (8) hour days shall constitute the normal work week for the day shift, and three (3) p.m. to eleven-thirty (11:30) p.m. forty (40) hours a week of five (5) eight (8) hour days shall constitute the normal work week for the night shift, provided, however, that this shall not be deemed to constitute a guarantee by the Company of any particular number of hours per day or per week to any employee. All hours worked in excess of forty (40) hours per week shall be paid for at the rate of time and one-half. Overtime pay shall not be pyramided.

The Company shall have the right to schedule working hours and to make revisions in such schedule to meet its needs or the needs of the Government.

Any employee scheduled to work or called in by the Company shall receive a minimum of four (4) hours of work on the day shift or two (2) hours of work on the night shift or be paid for the difference, if any, between the time worked and four (4) hours or two (2) hours at his regular straight time rate if sent home before that time if he reported for work at the required time, unless the Company had taken reasonable steps to notify such employee that there would be no work. This does not apply to building closure due to emergency. In the event that there is a closure for weather or other similar conditions, any notice generally broadcast on radio or television with regard to federal employees shall be deemed to have been transmitted to employees covered under this contract, and shall constitute reasonable notice by the company. If there are essential employees who need to

report to work during the weather emergency, the Company will telephone such employees.

No employee scheduled for work or called in by the Company shall be required to stand by waiting for an assignment without being paid his regular straight time rate during such waiting period, unless the Company took reasonable steps to notify such employee that there would be no work or that his starting time had been changed.

Each employee working 7:00 a.m. to 4:00 p.m. shall receive an unpaid lunch period of one (1) hour and two (2) fifteen (15) minute paid breaks, one in the morning and one in the afternoon. Employees working 3:00 p.m. to 11:30 p.m. shall receive an unpaid 30 minute lunch and two (2) fifteen (15) minute paid breaks which can be combined and used at the end of the shift, in order to accommodate public transportation schedules.

ARTICLE IX HIRING OF NEW EMPLOYEES

The Company will communicate with the Union whenever the Company needs to hire additional employees who would be covered by this Agreement. The Company will give fair consideration on a non-discriminatory basis to all applicants for employment, regardless of membership or non-membership in the Union.

The Company's Project Manager shall notify the Union's Shop Steward within the first three (3) days of employment or any new employees hired.

Also, in discharging of employees, the Company will notify the Union within three (3) working days after discharge of their removal and reason for the dismissal. This procedure also applies to suspensions.

The Company may use a maximum of twenty (20) temporary employees to fill in for members of the bargaining unit who are on leave, vacation or otherwise temporarily unavailable for work. The Company will not use temporary employees to fill any position that is vacant because the regular employee has left employment. Temporary employees shall not be used to fill in for members of the bargaining unit for a period of more than ninety (90) days. The Company will provide the Union with a list of names of all temporary employees, which shall be reviewed and updated monthly. In the event that one of the Company's regular employees leaves his/her position in the bargaining unit, opening up a new position in the bargaining unit, the Company will look first to the candidates in the group of temporary employees.

No permanent full time, part time or probationary employees covered by this contract will be displaced, laid off or suffer a reduction in regular hours while the Company is using temporary employees under this clause. However, this shall not affect the termination of employees for cause.

The Company will not abuse this provision. If an arbitrator determines that the Company has willfully abused this provision, he/she shall have the power to award back pay to employees who were displaced, laid off or suffered a reduction in regular hours as the result of the Company's use of temporary employees under this provision. In the event that the arbitrator makes such a finding, the Union shall have the authority to suspend the operation of this clause for a period not to exceed six (6) months.

ARTICLE X UNION REPRESENTATION

The Company agrees that the Union may designate not more than one (1) employee at any time as representative elected or appointed to a local Union office or as a delegate to any Union activity necessitating a leave of absence. Upon written request from the employee, supported by a written statement by the Union, such employee will be granted a leave of absence without pay for the time he is required to be absent on Union business, provided not more than one classification is absent at one time and provided further, such request be submitted to the Company at least seven (7) days prior to commencement of the leave of absence.

A Shop Steward serving as representative of the Union in connection with the processing of grievances by employees covered by this Agreement in each instance shall first obtain permission from his immediate supervisor and such permission shall be granted as soon as conveniently possible without interfering with performance of the Company's obligations under Government Contract.

ARTICLE XI STEWARD REPRESENTATION

- A. The Union shall supply the Company, in writing, and shall maintain on a current basis, a complete list of all authorized stewards which shall not exceed two (2) on each shift, consisting of a primary shop steward and his alternate, together with the designation of the group of employees each is authorized to represent. In no event shall the representation of employees or processing of grievances interfere with the performance of work or the fulfillment of the Company's obligation under its Government Contract. The Company shall also be kept advised in writing by the Union of names of its officers and representatives who are authorized to act on its behalf. If the Company plans to transfer a steward, officer or representative from one shift to another, it will make reasonable effort to advise the Union thereof at least two (2) days prior to taking such action. Subject to any regulations or requirements established by the Government with respect to Government property, authorized agents of the Union shall have access to the Company's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is

with all applicable safety requirements established by the Company or the Government, or both.

ARTICLE XIV PROMOTIONS

In connection with promotions to jobs covered by this Agreement, the Company will give first consideration to existing employees before selecting an outside applicant.

ARTICLE XV "LEAD PERSON"

The classification "Lead Person" shall describe an employee of the Company who is not a supervisor within the meaning of the National Labor Relations Act, and who is a member of the bargaining unit. The Lead Person will exercise certain minimal supervisory or direct responsibilities over certain projects or certain kinds of work in which both he/she and other employees of the Employer are engaged. The Lead Person shall have no power or right to hire or fire, but may have the obligation to report to a supervisor the job performance of the employees with whom he/she is working. The Lead Person may do any kind of work customarily performed by members of the bargaining unit so long as he/she is paid according to Schedule "A".

ARTICLE XVI REDUCTION IN FORCE

If it is reasonable and possible to do so, the Company will notify the Union at least twenty-four (24) hours prior to any reduction in force, including such details with respect thereto as are available. When an employee is discharged or laid off, he shall be paid by check for any wages owing to him within the next scheduled pay period following discharge or layoff, mailed by registered letter to his last known address, at his next scheduled payday, provided, however, the Company may deduct any Union dues pursuant to ARTICLE V hereof that are owing as of the date of termination. When the Company wished to recall laid-off employees, it shall attempt to contact the employee by telephone, it shall telephone the Local Union, and it shall mail a letter to the employee's last known address. The employee may be required to respond to and be available for work within forty-eight (48) hours of the above procedure. All employees are required to keep the Company informed of their current address and telephone number.

ARTICLE XVII SENIORITY

- Section 1:** The Employer recognizes seniority which shall be based upon the length of continuous services with previous, present and succeeding Employers according to the Employer's and Union's record as an important factor to be considered by it in shift assignments, promotions within the bargaining unit, demotions, lay-offs, and recalls after lay-offs within the unit. It is understood, however, that the Employer may also consider efficiency and capability, provided that when these factors are equal, seniority shall prevail.
- Section 2:** No employee shall acquire any seniority rights until he has been continuously employed by the previous or present Employer for a period of thirty (30) calendar days.
- Section 3:** A break in seniority shall occur with the following events:
- A. An employee quits.
 - B. An employee is discharged for just cause.
 - C. An employee takes an unauthorized leave of absence.
 - D. An employee is laid off for more than nine (9) months.
 - E. An employee is promoted out of the bargaining unit, who does not return to the bargaining unit within six (6) months.
- Section 4:** The Employer shall supply the Union with an up-to-date seniority list, which shall be reviewed each six (6) weeks.
- Section 5:** Every new employee shall be on probation for a period of (30) thirty days and during this probationary period an employee may be dismissed for any reason considered justifiable by the Employer. Any employee so dismissed shall not have a right to invoke the grievance and arbitration procedure of this Agreement.

ARTICLE XVIII VACATION

Each such employee continuously employed at the NIH, Rockville, Maryland, prior to September 1, 1993, shall be entitled to:

- One (1) week vacation with pay after one (1) year of service
- Two (2) weeks vacation with pay after two (2) years of service
- Three (3) weeks vacation with pay after seven (7) years of service
- Four (4) weeks vacation with pay after ten (10) years of service

The above applies provided that he/she is still continuously employed at the NIH, Rockville, Maryland, and is covered by this Agreement. Each employee shall Receive vacation on his normal workweek as hereinafter provided.

Each such employee continuously employed at the NIH, Rockville, Maryland, after August 31, 1993, shall be entitled to:

- One (1) week vacation with pay after one (1) year of service
- Two (2) weeks vacation with pay after two (2) years of service
- Three (3) weeks vacation with pay after seven (7) years of service

Each employee shall receive vacation based on his normal workweek at the employee's standard hourly wage rate multiplied by the number of weeks of vacation to which he/she is entitled.

Employees may schedule their vacation in advance to coincide with the efficiency of the operation of the Company. Should conflict in scheduling arise, seniority will prevail.

In the event an employee so desires, he may elect to receive his vacation pay coinciding with the last payday before he goes on vacation. The election to invoke this option must be conveyed in writing to the Supervisor four (4) weeks prior to the date the vacation is desired. Failure to request such payment at this time will eliminate the granting of such a request by the Company at a later date. At the option of the Company, they will endeavor to honor this procedure.

Anniversary date of employment shall determine the date vacations are due. Any vacation pay due to an employee shall be paid at the time said employee takes his or her vacation or a time the current prime contract terminates or expires or on the employee's anniversary date, whichever event occurs first.

Length of service includes the whole span of continuous service with the present (successor) contractor wherever employed and with predecessor contractors in the performance of similar work at the same federal facility.

It is the responsibility of the employer to obtain dates of hire and continuous employment, and anniversary dates from the predecessor contractor and/or the contracting agency and to provide such information to the Union and to the employee. If an employee disagrees with the information provided by the Company or the Union it is his or her responsibility to provide proof establishing such dates through other sources within (30) thirty days of distribution of the seniority list by the Company. Once the (30) thirty-day period has expired, and no proof was provided, no grievance can be filed and your seniority date is final. The Employer and the Union agree by side letter to a procedure for verifying dates of seniority.

ARTICLE XIX HOLIDAYS

Employees covered by this Agreement shall be entitled to the following paid holidays:

New Years Day	Veterans Day
Martin Luther King's Birthday	Thanksgiving Day
Washington's Birthday	Christmas Day
Memorial Day	Personal Day
Independence Day	Any other day declared a National
Labor Day	legal holiday by the US Government
Columbus Day	

Employees shall be paid for the holiday based on their normal workweek. Any employee who is absent without an acceptable excuse on his scheduled workdays immediately preceding and following the holiday, shall forfeit his right to be paid for such holiday.

If an employee is prevented from working on the scheduled workdays immediately preceding and following the holiday because of illness attested to by a physician or death in his immediate family, such fact shall constitute an acceptable excuse. (The immediate family being spouse, parents, brother, sister and children.) The Company may substitute for any of the named holidays a different day off with pay, provided, however, that the Company give advance reasonable notice thereof to the employees involved and to the Union. Employees who are required by the Company to work on any of the named or U.S. legal holidays within their regular workweek shall be paid for their regular workday plus the pay they would normally be entitled to for the holiday.

ARTICLE XX SICK LEAVE

"Sick Leave" is defined as absence of an employee from work by reason of verified illness or accident which is non-work connected and not compensable under the Worker's Compensation Laws of the state of Maryland.

Eligibility and Benefits

An employee who has completed his probationary period and is absent from work is eligible to receive paid sick leave at this regular rate of pay in accordance with the following attached schedule:

One (1) day per month worked to a maximum of twelve (12) days per year and may accumulate up to twenty (20) days.

Sick leave shall be paid on a current basis, if substantiated by the employee, in accordance with the company's written sick leave policy. Sick leave due to an employee shall be paid at the time said employee is off due to illness (in the regular paycheck).

Employees may be required to provide medical proof of illness certifying any absence in excess of three (3) days. With regard to the rights and obligations of the parties under ARTICLE XX, SICK LEAVE, any references herein presume the employee is a full time employee working (40) forty hours per week. In the event any employee who would accrue rights under this clause is a part time employee, then the rights granted herein will be reduced on a proportionate basis. Thus, a part time employee shall be entitled to receive sick leave based on his hours in a normal workweek. For purposes of this Agreement, a "part-time" employee shall be one who works a regular schedule work-week less than (40) forty hours per week.

Employees who are terminated or that leave the Company for any reason will not be entitled to a pay out for unused sick leave.

Employees off work due to personal injury, illness, or death in the immediate family will notify the Company office by phone or letter at the NATIONAL INSTITUTES OF HEALTH in Bethesda, Maryland at least twenty-four (24) hours in advance of the shift on which they will return to work for purpose of work scheduling.

ARTICLE XXI DISCHARGE AND DISCIPLINARY ACTIONS

Discharge or disciplinary action of the services of an employee shall be based on just and sufficient cause, with a full explanation to the employee, which shall be in written form, if so requested in writing by the employee, at the time of discharge or disciplinary action.

An employee's steward shall be present when:

- (a) A disciplinary demotion, suspension, layoff or discharge is being imposed; or
- (b) A warning of which a written record will be made is given during which an employee is advised that continued misconduct will result in further disciplinary action.

A copy of such a warning shall be provided to the Union (Steward or Agent) within two (2) days of action taken. Any disciplinary action taken by the Company shall be subject to the grievance and arbitration provisions, with the exceptions for probationary employees set forth in this Agreement.

ARTICLE XXII GRIEVANCE PROCEDURE AND ARBITRATION

The Union shall be the sole judge as to the validity of any grievance. The decision of the Union shall be final and binding on the employee.

Section 1: With respect to any dispute, complaint or grievance arising out of the interpretation or application of Article II, the employer hereby acknowledges that the Union may, at its option, bypass Steps Two and Three of this grievance procedure and proceed immediately to Step Four. The parties to this Agreement, in the interest of resolving all disputes, complaints or grievances in connection with the interpretation or application of the terms of this Agreement, or other disputes relating to any terms and conditions of employment or termination of employment, including all statutory or common law claims, have settled upon the following orderly and peaceful procedures:

Step 1: The matter of concern shall be formalized in writing and submitted by the aggrieved's representative to the immediate supervisor. The grievance procedures shall be invoked with seven (7) working days of the occurrence of the incident, giving rise to the grievance. The immediate supervisor will provide his answer in writing to the aggrieved within seven (7) working days. A copy of the decision will be provided to the Union representative. Most grievances should be resolved at this level of the grievance procedure.

Step 2: If the matter is not resolved in Step 1, the aggrieved's representative shall submit the matter in writing to the Project Manager or appropriate individual with authority to make decisions, with seven (7) working days of receipt of the decision as described in Step 1. The Project Manager will make every effort to resolve the matter at this level and may meet with the grievant and union representative(s) involved in the process of the case within seven (7) working days. A copy of this decision will be provided to the Union Representative.

Step 3: If the matter is not resolved in Step 2, within seven (7) working days after receipt of the written decision, the grievant's representative shall submit the matter in writing to the President of the Company or designee. The Company shall give a written response within seven (7) working days. If no satisfactory settlement is arrived at within the seven (7) day period, either party may refer the matter to Step 4, Arbitration.

Step 4: The party invoking provisions of Step 4 shall, within seven (7) working days request in writing (copy to other party), the Federal Mediation and Conciliation Service to supply the parties with a list of five (5) arbitrators. The selection of an arbitrator and the conduct of the arbitration proceedings shall be in accordance with the procedure of the Federal Mediation and Conciliation Service. Upon receipt of the list of arbitrators, the parties hereto shall meet within a period of seven (7) work days from the date thereof and invoke the following procedure to arrive at an impartial arbitrator. The party desiring arbitration shall strike the first name, notifying the other party of such action and each party in turn then striking one name until one name only remains, who shall be designated as the impartial arbitrator. The procedures to select an arbitrator shall take place at the office of either party. The decision of the arbitrator shall be final and binding upon both parties, provided however, that the arbitrator shall be empowered only to interpret and apply the provisions of this Agreement, and shall have no authority to add

to, subtract from or modify any provisions of this Agreement. The final and binding provisions also apply to employees. Wages are not subject to arbitration. Each party shall bear its own cost in connection with the arbitration, including the cost of any transcript desired by it. The fee and expense of the arbitrator shall be born by the losing party.

ARTICLE XXIII MATERNITY/PATERNITY/FAMILY MEDICAL LEAVE ACT

The Employer will comply with the provisions of the Family Medical leave Act (FMLA). Nothing contained in this agreement is intended to interfere with or impede the employer in meeting its obligation under the FMLA, including the ability of the employer to require the use of paid time off when applicable. The Employer shall use its discretion in determining how to structure its leave policies for compliance with FMLA.

ARTICLE XXIV MILITARY LEAVE OF ABSENCE

Leaves of absences without pay with no effect on seniority will be granted to employees not serving on active duty in the armed forces, but who belong to reserve components and must serve actively in a summer camp program or other legitimate reserve programs. Leave of absence without pay will also be granted to employees who may be called into the service. Voluntary enlistments are not covered by this clause.

ARTICLE XXV FUNERAL LEAVE

An employee who has completed his probationary period shall be entitled to leave of absence with pay at his regular rate for a maximum of three (3) regular scheduled work days lost in case of death in his immediate family: namely, mother or legal guardian, father or legal guardian, husband, wife, son, daughter, brother or sister, provided the leave of absence is taken during the period between the date of death and the day following burial, both inclusive, and provided further that the employee is prepared to offer valid proof of death and relationship upon request. There will be one (1) day of paid leave granted to grandparents, aunts, and uncles.

ARTICLE XXVI JURY DUTY

An employee who has completed his probationary period and who serves on Jury Duty shall be compensated by the Company in the amount of the difference between his regular rate for regular scheduled work days lost, and the amount received as juror's fee. Whenever the employee is temporarily excused from jury duty by the court on his

scheduled workday, he shall advise his supervisor as promptly as possible and stand ready to report for work if requested by the Company. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the appropriate supervisor and the Company may request that the employee be excused or exempted from such jury if, in the opinion of the Company, the employee's services are essential at the time of the proposed jury service.

ARTICLE XXVII BULLETIN BOARD

The Company will provide designated bulletin boards with adequate space for the posting of Union notices. Such Union notices are not subject to prior review by management. The Union shall not post any derogatory information against the company or management.

ARTICLE XXVIII HEALTH AND WELFARE INSURANCE PLAN

The health and welfare contribution referred to under Schedule "A" will be contributed solely by the Company for the benefit of an employee hospitalization plan to be administered by both Union and Management trustees. The Company's only responsibility will be to forward the contributions to the Union's Trust Fund office with a list of participants. The Company will not be involved in processing any insurance requirements that may be necessary because of the formulation of the insurance plan which results from this Agreement.

The amount referred to in Schedule "A" will be for actual hours worked until December 31, 1998, and will then change to hours paid beginning January 1, 1999, per employee.

ARTICLE XXIX PENSION

The Employer shall contribute, for each hour for which an employee covered by this Agreement is entitled to pay, to the Laborers' International Union of North America's National (Industrial) Pension Fund in accordance with Schedules (A & B) to this Agreement.

ARTICLE XXX TRAINING

The Company shall contribute, for each hour for which each employee covered by this Agreement is entitled to pay, to the Laborers' Employers Service Contract Education and Training Trust Fund at the rate set forth in Schedule "A" to this Agreement. The

Employer and the Union hereby adopt the Agreement and Declaration of Trust establishing said Fund, a copy of which has been provided to each, and agree to comply therewith.

The Company shall submit contributions due for work performed during a month to the Fund by the twentieth (20th) day of the immediate following month, and shall also submit to the Fund such reports as the Fund's Board of Trustees deems necessary to verify the Company's contributions. Interest at the rate of one and one-half percent (1.5%) per month compounded shall be assessed against the Company for all contributions past due for more than (30) thirty days unless expressly waived in whole or part by the Board of Trustees. If the Company becomes delinquent in making required contributions or reports to the Fund, the Union and the Fund shall have the right to take whatever steps they deem appropriate to secure compliance by the Company with its obligations, notwithstanding any provision of this Agreement to the contrary. The Fund shall be entitled to have a certified public accounting firm audit the payroll and other records of the Company solely for purposes of verifying the accuracy of contributions to the Fund.

ARTICLE XXXI REOPENER CLAUSE FOR BENEFITS SCHEDULE

The Employer and the Union agree to meet annually for the purpose of negotiating health and welfare benefits to be attached as Schedule "A". By mutual agreement of the Employer and the Union, these negotiations shall commence between (60) sixty to (120) one hundred twenty days prior to the expiration date of the Employer's contract with the federal installation described in Schedule "A".

**ARTICLE XXXII
TERMS OF AGREEMENT**

This Agreement shall remain in full force and effect from January 1, 2002 until December 31, 2003, and from year to year thereafter unless written notice is given by the Union or the Company (120) one hundred twenty days prior to any expiration date of its desire to negotiate wages, fringes, modify, amend or terminate this Agreement.

In the event that provisions of this Agreement shall, at any time, be declared invalid by a Court of competent jurisdiction or become invalid by virtue of any State or Federal Law, rule of regulation, such event shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not so invalidated shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____.

Scruples, Inc.

Laborers' International Union of North
America, AFL-CIO
Public Service Employees Local 572

By: <u>[Signature]</u>	Date: <u>12/6/01</u>	By: <u>Marvin E. Sharpe</u>	Date: <u>12-5-01</u>
<u>Roberta Mumford</u>	Date: <u>12/1/01</u>	<u>Walter E. Burt</u>	Date: <u>12/5/01</u>
Witness		Witness	

SCHEDULE "A"
TO SERVICE CONTRACT BETWEEN
PUBLIC SERVICE EMPLOYEES LOCAL UNION 572
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA/AFL-CIO AND
SCRUPPLES, INC.
FOR WORK PERFORMED UNDER THE SERVICE CONTRACT ACT
AT
THE NATIONAL INSTITUTES OF HEALTH

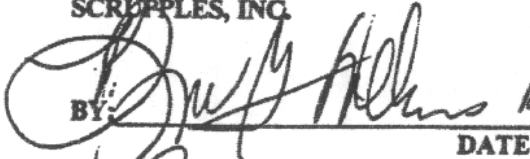
ITEM	CLASSIFICATION	CURRENT RATE 1-01-01	RATE EFFECTIVE 1/01/02	RATE EFFECTIVE 1-01-03
WAGES	General Workers	\$9.40	\$9.87	\$10.22
	Buffers & Waxers	\$9.52	\$10.00	\$10.35
	Lead person	\$9.82	\$10.31	\$10.67
HEALTH & WELFARE	Man-U Plan A With short term disability		\$1.99 per hour paid	\$1.99 per hour paid
PENSION		\$0.35 per hour paid	\$0.35 per hour paid	\$0.35 per hour paid
TRAINING/ SCETT		\$0.12 per hour paid	\$0.12 per hour paid	\$0.12 per hour
VACATION *See article XVIII		1 wk after 1 yr 2 wks after 2 yrs 3 wks after 7 yrs 4 wks after 10 yrs	1 wk after 1 yr 2 wks after 2 yrs 3 wks after 7 yrs 4 wks after 10 yrs	1 wk after 1 yr 2 wks after 2 yrs 3 wks after 7 yrs 4 weeks after 10 yrs
SICK LEAVE		1 day per month with accumulation of up to 20 days	1 day per month with accumulation of up to 20 days	1 day per month with accumulation of up to 20 days
HOLIDAYS		Eleven (11) days	Eleven (11) days	Eleven (11) days
UNIFORMS		Two (2) initial uniforms	Two (2) initial uniforms	Two (2) initial uniforms
SHIFT DIFFERENTIAL	For hours worked after 11 p.m.	Base plus \$.10 per hour	Base plus \$.10 per hour	Base plus \$.10 per hour
BEREAVEMENT		Three (3) days for immediate family	Three (3) days for immediate family	Three (3) days for immediate family
REST PERIODS		See Article VIII	See Article VIII	See Article VIII

The parties have negotiated and agreed to the changes in the attached Schedule "A" covering wages and fringe benefits under the provisions established in the collective bargaining agreement.

SCRUPPLES, INC.

PUBLIC SERVICE EMPLOYEES
LOCAL 572/AFL-CIO

BY:



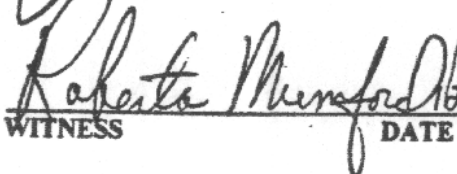
DATE

BY:



DATE

WITNESS



DATE

WITNESS



DATE

Schedule "B"**Pension Fund**

The Employer has agreed to make Pension contributions on behalf of every employee covered by this Agreement. This addendum sets forth more particularly the terms and conditions of the Employer's contribution obligations to this Fund, subject to any rights reserved by the Fund's Trustees to accept or reject the unit of employees covered by the Agreement into participation.

Section 1 LIUNA National (Industrial) Pension Fund

- (a) The Employer shall contribute to the Laborers' International Union of North America National (Industrial) Pension Fund for each hour for which an employee covered by this Agreement is entitled to pay, including hours of paid vacation, paid holidays, and other periods for which an employee is entitled to pay. The hourly contribution rate shall be the rate set forth in Addendum "A" to the Agreement. Contributions to the Fund for an employee shall commence with the employee's first day of employment in a classification covered by this Agreement.
- (b) Contributions to the Fund shall be due on a monthly basis and specifically by the twentieth (20th) day of the first month following the month the contributions accrued, unless otherwise expressly required by the Fund's Board of Trustees. The Employer shall also submit to the Fund, on a monthly basis, such contribution reports as the Board of Trustees may require to verify the amount of contributions owed (if any) for the preceding month. Such reports shall be submitted to the Fund on the same schedule as contributions, and shall be submitted even if the employees performed no work and no contributions are owed to the Fund for the month covered by the report.
- (c) The Fund shall have the right and the authority to have a certified public accounting firm audit the payroll and other records of the Employer for the purpose of verifying the accuracy of the contributions made to the Fund by the Employer, verifying employee eligibility and other purposes necessary for administration of the Fund. The Employer and the Union also agree to provide the Fund with any and all truthful information necessary for administration of the Fund.
- (d) All contribution payments shall be made payable to the "LIUNA National (Industrial) Pension Fund" and sent to the Fund at 905 16th Street NW, Washington DC 2006-1765.
- (e) If an Employer fails to submit contributions or contribution reports to the Fund, when due, it shall be considered in default and shall be subject to charges for interest, liquidated damages, attorneys fees, costs, audit fees, and other cost of collection in accordance with the Fund's Agreement and Declaration of Trust. The Fund shall have the right to take any and all lawful action to secure payment of contributions and submission of the commencement of legal proceedings against the Employer and others acting on its behalf. The Employer's obligation with respect to the Fund, shall not be subject to any grievance or arbitration procedure provided under this Agreement. The Union shall have the right to take whatever steps it deems necessary to secure compliance by the Employer with its contribution obligations.
- (f) The Employer and the Union agree to accept, be bound by and comply fully with, a copy of the Fund's Agreement and Declaration of Trust, a copy of which has been provided to both.

ATTACHMENT #30

Page 1 of 13

COLLECTIVE BARGAINING AGREEMENT

Local 465

This Collective Bargaining Agreement applies to NVT Technologies, Inc. employees employed at:

NIH, NIEHS Facility, Research Triangle Park,
North Carolina

MAINTENANCE

This AGREEMENT, made this day MARCH 14, 2003, by and between Local 465, International Union of Operating Engineers, affiliated with the AFL-CIO, party of the first part (hereinafter referred to as the "Union") and NVT Technologies Inc., party of the second part (hereinafter referred to as the "Employer"). That for the purpose of mutual understanding, and in order that a harmonious relationship may exist between the Employer and the employees in the unit herein defined, and to the end that continuous and efficient service may be rendered by both parties for the mutual benefit of both, it is hereby agreed that:

ARTICLE I**UNION REPRESENTATION AND MEMBERSHIP**

Section 1. The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for its employees, except for those defined in 1.1, employed at the NIEHS Facility, Research Triangle Park, NC.

1.1 Included: All Stationary engineers, incinerator operators, maintenance electricians, electronics technicians, high voltage electricians, HVAC technicians, general mechanics and general maintenance workers employed by the Employer under contract with the National Institute of Environmental Health Sciences at Research Triangle Park, NC. Excluded: All office clerical employees, admin assistant/expediter, managerial employees, guards and supervisors..

Section 2. Jurisdiction: All employees in positions under the classifications as set forth in Exhibit "A" attached hereto and as further referred to in Article 1, Section 6 of this Agreement.

Henry Loftis
PO Box 15250
Durham, NC 27704

I.UOE 465 @ AOL.com
919-596-6869

Letter
email / mail
8/18/2003

ATTACHMENT #30

Page 3 of 13

International Union of Operating Engineers Local 465, AFL-CIO
PO Box 15250
3300 Hwy 70E
Durham, NC 27704

I, _____, an employee of NVT Technologies, Inc, at the NIEHS Facility, Research Triangle Park, NC, when I join local 465 of the International Union of Operating Engineers, AFL-CIO then do hereby request and authorize my employer to deduct from my wages and pay to Local 465 of the International Union of Operating Engineers, AFL-CIO, an amount equal to the initiation fee _____ and the dues (1/2 hour's pay per week). This authorization is voluntarily made in order to pay my fair share of the Union's cost of representing me for the purposes of collective bargaining.

This authorization shall remain in effect for one year unless terminated in writing by me. Contributions or gifts to the International Union of Operating Engineers, and this local union are not deductible contributions for income tax purposes.

Date _____ Signature _____

Date of Birth _____

Social Security Number _____

Print Name _____

Address _____

Section 3. The jurisdiction of the Union shall extend over and include the operation, maintenance and repair of:

- a. All fired or unfired pressure vessels and vacuum systems.
- b. All refrigeration and air conditioning machinery and their associated equipment including maintenance and repair of cold storage spaces, except in commercial spaces.
- c. All plumbing and piping including water, gas heating, steam, and sanitation systems.
- d. All electrical work and fixtures including lamping.
- e. Any maintenance or renovation work required by the Employer in the performance of its commercial agreement pursuant to the Service Contract Act.

The Union, in the exercise of its rights, agrees to keep the equipment covered herein in a clean and working condition.

Section 4. The Company agrees to develop a general description of jobs listed in Exhibit "A" of this Agreement. These descriptions are intended to be used as minimal guidelines in the promotion and selection process and they are not intended to be all-inclusive with respect to each classification and its specific duties and assignments. Employees may be assigned to perform related duties of a similar nature. Exhibit "A," See Page 15.

Section 5. Should the Employer apply to the Union Business Office for new help, the Union agrees that it will make every effort to furnish competent help without discrimination because of race, creed, sex, age, national origin, membership or non-membership in the Union, sexual preference, or disability as defined in the ADA. The Employer agrees to notify the Union of the names and addresses of any new employees no later than fifteen (15) days from their date of employment.

Section 6. The Business Manager and/or Business Representative of the Union shall be permitted access to the engine room, boiler room or any section of the plant where employees covered by this Agreement may be working. In the exercise of this provision, the Union agrees to first notify the employer who will get permission from the government contract manager of the intent and time to enter said premises. The Union shall hold the Employer and facility owner harmless and free of any liability resulted from this visit.

Section 7. In determining the qualifications of new employees, the Employer may require the applicant to be mentally and physically capable and competent to protect the best interest of the Company and may require applicant and/or employee to go through reasonable tests to verify the capability and competence of the applicant.

ARTICLE II**WAGES HOURS AND OVERTIME**

- Section 1.** Wages and classifications of positions shall be as shown in Exhibit "A". All wages are to be paid bi-weekly.
- Section 2.** Any worked hours exceeding forty (40) worked hours in a pay week shall constitute overtime and shall be paid for at one and one-half (1-1/2) times the basic rate
- Section 3.** Each employee shall have two (2) regularly assigned days off in each pay week and, where practicable, these days shall be consecutive. Should an employee be assigned to work on either of his assigned days off, or both, he shall be paid at the appropriate rate. Employee shall not be normally assigned off on any of his regular working days. However, unscheduled hours may change normal work schedule at employer's discretion.
- Section 4.** The Employer shall post a work schedule for operators in the break room at least one week in advance.
- Section 5.** In the event that an employee is called back to work in an emergency or for any other reason (other than negligence on his part) after having completed his regular work day and left the premises, he shall receive payment for the time he works but such time shall be not less than two (2) hours pay for same.
- Section 6.** Work performed in a higher rated job classification by an employee in the collective bargaining agreement shall be paid for at the higher rate when the Company expressly reassigns such employee to work in a higher rated classification.
- Section 7.** Any employee asked to fill-in for a supervisory position will receive 10 % above his current hourly rate.
- Section 8.** Shift Differential: Starting on August 1, 2003, employees working as operators on shifts on Sunday and between 4pm and 7am on non-Sundays shall receive a shift differential of \$0.50/hour above their current regular hourly rate.

ARTICLE III VACATIONS, HOLIDAYS & SICK LEAVE

Section 1. Each employee covered by the terms of this Agreement who has worked continuously in the employ of the Employer for the following periods shall be entitled to vacations as shown below:

Contract year ending July 31, 2003

0 to 10 years service earn 3.077 hours per bi-weekly pay period (two (2) weeks per year)
10 to end of service earn 4.615 hours per bi-weekly pay period (three (3) weeks per year)

Contract year ending July 31, 2004

0 to 5 years service earn 3.077 hours per bi-weekly pay period (two (2) weeks per year)
5 to end of service earn 4.615 hours per bi-weekly pay period (three (3) weeks per year)

Contract year ending July 31, 2005

0 to 5 years service earn 3.077 hours per bi-weekly pay period (two (2) weeks per year)
5 to 15 years service earn 4.615 hours per bi-weekly pay period (three (3) weeks per year)
15 to end of service earn 6.154 hours per bi-weekly pay period (four (4) weeks per year)

Time for taking said vacations shall be at the discretion of the Employer. An employee will receive base pay for vacation. If on vacation through a holiday, holiday takes precedence and vacation time will not be used.

If workload prevents an employee from taking his vacation when it is due, an extension of the time during which a vacation may be taken can be made with written agreement of the supervisor and management approval. Time not to exceed six months.

The employee cannot hold more than the allotted annual vacation amount at any time. Excess quantity shall be automatically removed as soon as it occurs.

Vacation dates will be picked by seniority during the month of January each year. Vacation dates may be changed by the employee with two (2) week notice. After January 31, employees may only pick vacation dates that other employees have not applied for.

Section 2. The following holidays shall be recognized and employees shall receive a day's pay at base rate for same.

New Year's Day

Martin Luther King, Jr.'s Birthday

President's Day

Memorial Day

Independence Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Labor Day

a. If a holiday falls on an employee's regularly scheduled work day he shall receive a day's pay for same.

- b. If a holiday falls on an employee's regularly scheduled day off and he is not required to work, he shall receive a day's pay for same.
- c. Any of these holidays fall on a Saturday or Sunday, the holiday shall occur according to the site holiday schedule.

Employees on leave of absence, disability, or workers compensation shall not be eligible for holiday pay.

Section 3. Each employee covered under the terms of this Agreement shall be entitled to one (1) day paid sick/personal leave per year. Unused sick leave days will be forfeited on July 31 of each contract year. Unused sick/personal leave benefits will be forfeited when an employee leaves the employment of the Company.

ARTICLE IV

MISCELLANEOUS

Section 1. All change orders and instructions new procedures for engine room, boiler room, mechanical repairs and maintenance work shall be issued through the Supervisor or his designated assistant.

Section 2. The employees shall maintain and make all necessary repairs to all equipment and machinery coming under the supervision of the Supervisor.

Section 3. The Employer shall not enter into any agreement with any employee covered by this Agreement, the terms of which conflict with the terms of this Agreement.

Section 4. The Employer will deduct from the pay of the employee the Union dues, upon signing of an individual dues deduction authorization card in the form agreed to between the Employer and the duly designated officer of the Union.

Section 5. Employees actually serving on juries shall receive the difference between their base pay and the amount received while on jury duty. The leave shall be granted regardless of its length but the payment of the difference will be no more than five days.

Section 6. The Employee agrees to furnish all necessary trade tools and equipment for the safe and efficient performance of the particular trade

Section 7. The Employer agrees to furnish and clean sets of work uniforms and outside weather gear to be worn anytime employee is on site for official duties.

Section 8. The employer further agrees to pay for prescribed safety glasses when needed but not more frequently than once per (12) months. The employee is required to wear prescribed safety glasses whenever needed and is responsible for their purchase. Safety glasses are Employer's property and shall remain on-site.

Section 9. The employer will reimburse all full-time employees at the invoiced amount up to \$100 toward the purchase of approved safety shoes when needed but not more frequently than once every twelve (12) months. All employees are required to wear safety shoes while at work and are responsible for their purchase.

Section 10. This Agreement embodies the entire Agreement between the Employer and the Union and shall inure to the benefit of and shall be binding on the heirs, executors, administrators, successors and assigns of the parties hereto. No provision shall be construed in any manner to restrict the Employer from the complete operation and management of his business and plants or in the direction of the working forces. The Employer in the exercise of his rights, however, shall observe the provisions of this Agreement. The successor shall be required to assume any seniority the employees may have accumulated during their employment with the previous Employer.

Section 11. Employees shall be required to carry pagers as assigned for responding to calls. There shall be no restrictions set on the Employee as to his/her movements as result of this section.

Section 12. In the event any Article, Section or provision of this Agreement is held improper or invalid by any civil authority, agency or court, such Article, Section or provision shall not invalidate other portions of this Agreement, and if any part of this Agreement is in conflict with or not in compliance with the Labor-Management Relations Act, 1947, any amendments or additions thereto, such parts of this Agreement shall automatically be deleted from this Agreement.

ARTICLE V

HEALTH, WELFARE & PENSION BENEFITS

Section 1. Health and Welfare. Employer shall make contributions of four hundred and ten dollars, per month (\$410.00). As of August 1, 2003, it will go up to four hundred and thirty dollars per month (\$430.00) and as of August 1, 2004 it will go up to four hundred and forty dollars per month (\$440.00) toward health and welfare benefits.

ARTICLE VI

GRIEVANCE AND ARBITRATION

Section 1. Grievances: In the event any grievance or dispute arises as to the interpretation, application, or any claimed violation of this Agreement, the Union and the Employer shall meet in an effort to reach an amicable settlement. Specifically, the matter shall be pursued as follows:

Section 2. Processing of Grievances: All grievances shall be presented as soon as practical after the occurrence upon which the same is based, but in no event later than five (5) working days if the same is a dismissal grievance, or later than thirty (30) calendar days from the date the person knew or should have known about the grievance issue if the grievance arises from other cause.

Step 1: Between the Supervisor and the Shop Steward. The first step meeting shall be held within seventy-two (72) hours from the date the grievance is filed with the Company unless another date is set by mutual agreement. The Supervisor shall give the Shop Steward a written reply to the grievance within five (5) working days after the meeting with the Shop Steward. If this reply is unsatisfactory, the Shop Steward may appeal the decision to Step 2, provided such appeal is made within ten (10) working days after the receipt of the Supervisor's reply.

Step 2: A meeting in Step 2 between the Project Manager or his designee and the Business Representative or a designated representative of the Union shall be held within ten (10) working days after receipt by the Company of Notice of Appeal, unless another date is jointly agreed to by the Company and the Union. The Human Resources Manager shall make a reply to the Union in writing no later than ten (10) working days after meeting with the Business Representative.

Section 3. Arbitrations: In the event that the matter remains unresolved after the second step, either party may, within a reasonable time and upon written notice to the other party, refer the matter to binding arbitration. The parties shall choose an arbitrator from a panel to be proposed by the American Arbitration Association. The arbitration shall proceed in accordance with the Rules of Labor Arbitration of the American Arbitration Association. During the term of this Agreement, the Employer agrees not to engage in any lockout and the Union agrees not to engage in any strike, slow-down, picketing of any form, distributing protesting flyers within or outside the premise, or interruption of work.

The parties agree that the decision or award of such Arbitrator shall be final and binding on each of the parties and that they will abide thereby. The Arbitrator shall have no authority to add to, subtract from, or to change any of the terms of the Agreement, to change an existing salary rate or to establish a new salary rate.

If it is determined under the grievance procedure, including Arbitration, that any adjustment in salaries is appropriate, such adjustment shall be based upon existing salary rates and shall be applied retroactively to the date of occurrence.

Each party shall bear its expenses in preparing and presenting its own case. The cost of the Arbitrator's services and any other expenses incidental to the Arbitration, shall be borne equally by the parties.

ARTICLE VII

LAYOFF AND RECALL

Upon completion of the probationary period, employees shall be placed on the seniority list dating from the first day of employment. Seniority shall be by job classification for the purposes of layoff and recall; however, all other benefits provided for in the Agreement shall be determined from the employee's date of hire on site.

When an employee is promoted to a higher classification he shall carry all previous classification seniority to the new classification within that trade. In the event it becomes necessary to lay off employees for lack of work, the least senior employee within the classification within that trade shall be laid off first.

In recalling employees after layoff the Company agrees to offer reemployment to the extent that additional help is needed to employees in the reverse order in which such employees were laid off again within their classification, provided, however, that the period of layoff does not exceed six (6) months.

An employee who accepts recall after layoff will be credited with seniority held at time of such layoff.

ARTICLE VIII

NEW HIRES, PROMOTION, SELECTION, AND JOB POSTING

It is the intent of this Article to establish a procedure to consider and offer employment to the most qualified applicant in situations where a permanent vacancy, other than a temporary vacancy occurs within the bargaining unit.

When a permanent vacancy occurs within one of the positions contained in the bargaining unit, a bulletin shall be posted in the headquarters of each unit for a period of five (5) working days during which time eligible employees will have an opportunity to submit written bids for the vacancy.

An applicant who does not bid for a job, for reasons including absence from work during the posting period shall lose all rights to the job; however, shop stewards may bid for job vacancies for employees on vacation, absent due to illness, or other justifiable reasons subject to his/her availability for that position if that employee so desires.

New Hires, promotions or transfers will be based on the applicant's qualifications for that particular job. The Company agrees to give each applicant consideration. In consideration of each applicant, the Company will rate each applicant on a factor basis to determine his level of qualifications for the particular vacancy. In the event that two (2) or more applicants are measured to having the same relative qualifications, then seniority within the bargaining unit will be the determining factor.

There will be a forty-five (45) working days trial period for applicants who are awarded new positions. In the event that their performance is unacceptable, by the Supervisor or his superior, they may be returned to their old position and pay rate within this trial period.

ATTACHMENT #30

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ARTICLE IX

TERM OF AGREEMENT

This Agreement shall be in full force and effect from MARCH 14, 2003 and shall expire July 31, 2005.

Either party shall give written notice to change or amend this Agreement not less than 60 days prior to the expiration of this Agreement.

For: EMPLOYER

NVT Technologies Inc.
Sterling, VA

By: V. Thanh Nguyen
President

Date: 3/20/03

For: UNION

International Union of Operating
Engineers, Local 465
P.O. Box 15250
3300 Hwy. 70 East
Durham, NC 27704

By: Henry H. Loftis, Jr.
Business Manager

Date: 3-14-03

By: Abel Collado
Steward

By: Kevin Carlton
Negotiating Committee

Exhibit A**WAGE RATES**

Classifications	As of Start	As of 8/1/03	As of 8/1/04
Incinerator Operator	20.00	20.30	20.60
High Voltage Electrician	20.80	21.12	21.43
Electronic Technician	21.82	22.15	22.47
Electrician	20.00	20.30	20.60
HVAC Mechanic	20.00	20.30	20.60
General Mechanic	20.00	20.30	20.60
Stationary Engineer	20.00	20.30	20.60
General Maintenance Worker	15.88	16.12	16.36